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(name, address, phone number)

State of Mississippi

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MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is SEPTEMBER 07, 2007. The parties and their addresses are:

GRANTOR: JERRY D. BEARDEN AND WIFE,
GAY L. BEARDEN
4366 NICHOLAS LANE

SOUTHAVEN MS 38672
TRUSTEE: Simon E. Weir, II

LENDER: COMMUNITY BANK, N. A.
6465 N. QUAIL HOLLOW, SUITE 100
MEMPHIS, TN 38120

BACKGROUND. Grantor and Lender entered into a Security Instrument dated JULY 28, 2006 and recorded on AUGUST 04, 2006. The Security Instrument was recorded in the records of DESOTO County, Mississippi at BOOK 2533 PAGE 718. The property is located in DESOTO County at 4633 NICHOLAS LANE, OLIVE BRANCH, MS.

Described as:

LOT 22, ROMAN MANOR SUBDIVISION, SITUATED IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 7 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AS PER PLAT RECORDED IN PLAT BOOK 14, PAGE 32-37, CHANCERY CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI.

MODIFICATION. For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

Note dated AUGUST 16, 2007 in the amount of \$71,550.00
with a maturity date of 08/16/17
said loan in the name(s) of GAY L BEARDEN
and JERRY D BEARDEN

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 71,550.00 ☐ which is a \$
☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

GRANTOR:


(Signature) JERRY D BEARDEN (Date)


(Signature) GAY L. BEARDEN (Date)

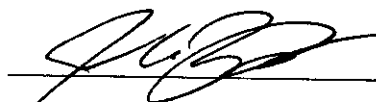
(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

LENDER: COMMUNITY BANK, N. A.

By 

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI, COUNTY OF DESOTO } ss.
 (Individual) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this 7th day of SEPTEMBER 2007,
 within my jurisdiction, the within named _____
JERRY D. BEARDEN AND GAY L. BEARDEN,
 who acknowledged that he/she/they executed the above and foregoing instrument.
 My commission expires:

(Seal)



Courtie Clements
 (Notary Public)

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.
 (Lender) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this _____ day of _____,
 within my jurisdiction, the within named _____,
 _____,
 who acknowledged that he/she/they is/are _____,
 _____,
 _____,
 _____.
 My commission expires:

(Seal)

(Notary Public)